**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO. 854 OF 1996**

Central Bank of India ... Plaintiffs

Vs.

Anil G. Bhelsekar

Prop: M/s. Pratik Enterprises Defendant

Mr. R.V.Vengurlekar for Plaintiffs.

None for Defendant.

**CORAM: S.K.SHAH,J.**

**DATE : 1st December,2005.**

**P.C.**

1. The defendant has not filed the written statment. The suit is for recovery of Rs.1,52,256.40 ps. with interest.

2. The defendant had taken Term Loan of Rs.1 lakh from the plaintiffs under the Cash Credit Facility. The plaintiffs have filed the documents, viz. Articles of Agreement dated 9.9.88, and the letter of hypothecation dated 9.9.88. By letter dated 31.8.1991, the defendant had acknowledged the debt. The plaintiffs have filed the duly certified statement

of account of the defendant showing that an amount of Rs.1,52,256.40 ps. was due from the defendant. The defendant failed to pay the amount.

3. The plaintiffs have now filed a statement showing that the defendant has paid an amount of Rs.61,000/-. The learned Counsel for the plaintiff states that this amount will be appropriated towards the decree that may be passed in the suit.

4. Hence, the order :-

The suit is decreed in terms of prayer clauses (a) and (b) with costs.

5. Decree be drawn accordingly.

6. Court fee, if any, be refunded as per Rules.

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**(S.K.SHAHA,J.)**